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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101-1830 Attn: stlouis.cerrequest@marsh.com; 212-948-0811	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): <b>E-MAIL</b> <b>ADDRESS:</b>	<b>FAX</b> (A/C, No):
001950--Reg-12-13	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Union Fire Ins Co Pittsburgh PA	<b>NAIC #</b> 19445
<b>INSURED</b> Canyon Fuel Company, LLC c/o Arch Western Bituminous Group, LLC 225 N. 5th Street, Suite 900 Grand Junction, CO 81501	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

CHI-004084885-32

REVISION NUMBER: 11

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Explosion Liability (XCU) GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC		*\$500,000 general aggregate applies per location	07/31/2012	07/31/2013	EACH OCCURRENCE \$ 300,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 300,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Permit Skyline Mine C007005

Blasting and use of explosives is not excluded under the policy.

## CERTIFICATE HOLDER

## CANCELLATION

Utah Dept. Of Natural Resources  
Division of Oil, Gas and Mining  
1594 W North Temple  
Suite 1210  
Salt Lake City, UT 84114-5801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

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AGENCY CUSTOMER ID: 001950

LOC #: St. Louis



# **ADDITIONAL REMARKS SCHEDULE**

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AGENCY Marsh USA Inc.		NAMED INSURED Canyon Fuel Company, LLC c/o Arch Western Bituminous Group, L.L.C. 225 N. 5th Street, Suite 900 Grand Junction, CO 81501
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

This policy is amended as follows:

In the event that the insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the First Named insured is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the insurer, either directly or through its broker of record, either:

(a) the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or

(b) the email address of a contact at each such entity; and

3. prior to the effective date of cancellation, the First Named insured confirms to the insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the insurer will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the First Named insured in writing to be correctly a part of the Schedule within 45 days after the First Named Insured confirms the accuracy of the Schedule above with the insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named insured confirms the accuracy of the Schedule above with the insurer.

Proof of the insurer emailing the Advice, using the information provided and subsequently confirmed by the First Named insured in writing, will serve as proof that the insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. First Named insured means the Named Insured shown on the Declarations Page of this policy.
2. Insurer means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.